



RESOLUTION 2013-051

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY HEALTH AND HUMAN SERVICES FOR THE PURPOSES OF SUPPORTING THE SHERWOOD YOUTH SUBSTANCE ABUSE TEAM (YSAT)

WHEREAS, the duly elected governing body of the City of Sherwood, Oregon, having been presented with information about the opportunity to partner with Washington County Health and Human Services in support of the Sherwood Youth Substance Abuse Team; and

WHEREAS, the Sherwood City Council hereby resolves that the intergovernmental agreement (IGA) with Washington County Health and Human Services meets the public safety needs of the citizens of the City of Sherwood and authorizes the City Manager to sign the Intergovernmental Agreement with Washington County Health and Human Services for the purposes of supporting the Sherwood Youth Substance Abuse Team (YSAT).

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to sign the Intergovernmental Agreement (IGA) with Washington County Health and Human Services, attached as Exhibit A.

Section 2. This Resolution shall take effect immediately upon its passage by the Council and signature by the Mayor.

Duly passed by the City Council this 3rd day of September 2013.


Bill Middleton, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and City of Sherwood.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: 7/1/13, or upon final signature, whichever is later.
The expiration date is: 6/30/14; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing _____ (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Jurisdiction

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address:

155 N First Ave.
Mail Stop # 6
Hillsboro, OR 97124

Sherwood Police Department
Washington County Strategic Prevention Framework State Incentive Grant (SPF SIG)
7/1/13

ATTACHMENT A PART I

Goal: To promote a safe and healthy community in Sherwood by reducing youth and young adult drug and alcohol problems.

Objectives:

1. The Washington County Department of Health and Human Services, in partnership with the Sherwood Police Department and the Youth Substance Abuse Team seeks to build local capacity to address drug and alcohol use by youth and young adults residing in Sherwood by:
 - Establishing a drug and alcohol free coalition. Sherwood Police Department will increase community representation on the Youth Substance Abuse Team to include diverse sectors of the community, such as Parents, Law enforcement, Schools, Businesses, Media, Youth-serving organizations, Religious and fraternal organizations, Civic and volunteer groups, Healthcare professionals, and State, local, and tribal agencies with expertise in substance abuse.
 - Completing a community needs assessment. Sherwood Police Department will provide and assist in gathering relevant data to inform this process, such as youth and young adult arrest rates, juvenile referrals, substance use rates, youth and community perceptions (some included in the Student Wellness and Oregon Healthy Teens Surveys), and environmental factors.
 - Developing a strategic plan, which will include evidence-based environmental strategies to address findings from community based needs assessment.
2. The Washington County Department of Health and Human Services, in partnership with the Sherwood Police Department and Youth Substance Abuse Team seeks to promote the use of environmental strategies to decrease drug and alcohol use by youth and young adults residing in Sherwood by:
 - Enhancing law enforcement strategies.
 - Increasing positive community norms and community awareness of criminal and civil consequences related to drug and alcohol use.
 - Providing information to law enforcement officers' on substance abuse prevention strategies.
 - Participating in the development and implementation of a county-wide approach to collecting and reporting data regarding alcohol related criminal behavior among the 18 to 25 year old population.
 - Participating in the quarterly Countywide Dangerous Drinking Deterrence Council to coordinate planning, implementation and evaluation of strategies to reduce high risk drinking among young adults.

Outcomes:

- **Additional representatives will be recruited to become active members on the Youth Substance Abuse Team.**
- **The Youth Substance Abuse Team will complete the needs assessment by December of 2013.**
- **The Youth Substance Abuse Team will identify and prioritize risk and protective factors for the target population.**
- **The Youth Substance Abuse Team will identify 3 effective strategies (aligned with risk and protective factor priorities) for reducing high risk drinking and drug use, with a focus on environmental strategies.**
- **The Sherwood Police Department will conduct a minimum of 3 minor decoy / compliance check operations targeting all establishments in partnership with Oregon Liquor Control Commission (each compliance check should be followed with a press release).**
- **The Sherwood Police Department will participate in underage possession (alcohol) and furnishing (minor and adult) enforcement operations, using portable breathalyzers when appropriate; resulting in a 10% increase in Adult Minor in Possession citations and a 10% increase in arrests for furnishing alcohol to a minor.**
- **60% of Sherwood police officers exposed to relevant trainings and educational materials will report an increase in knowledge regarding high-risk drinking prevention, alcohol impairment and/or enforcement techniques.**
- **One to two Sherwood police officers will participate in the quarterly Countywide Dangerous Drinking Deterrence Council, as the oversight body to the SPF SIG project.**

Reporting:

Contractor will meet quarterly with SPF SIG Coordinator and submit a Program Summary and Financial reports that include cumulative data regarding progress towards all goals, objectives and outcomes listed in Attachment A. (Approximately September 13, December 13, March 14, and June 6). All reports should follow the County format.

Sherwood Police Department
Washington County Strategic Prevention Framework State Incentive Grant (SPF SIG)
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ATTACHMENT A PART II

During the 2013-14 fiscal year, Washington County will reimburse Contractor for true and verifiable expenses up to four thousand dollars and no/cents (\$4,000.00) for the satisfactory delivery of services defined in the Strategic Prevention Framework State Incentive Grant and described in Attachment A of this contract.

Contractor will submit an invoice to request reimbursement for true and verifiable expenses of the previous month. In June 2014, at the time Contractor submits final monitoring and fiscal reports, Contractor shall reimburse County any advanced funds which were not expended.

Except where specific exceptions are defined in Attachment A, mandatory utilization, performance, outcome and fiscal monitoring reports are due from Contractor by the 15th of the months following the end of each quarter (October, January, April, and July). Following demonstration of satisfactory utilization, performance, and outcomes, County will continue to reimburse monthly invoices. If contractor is less than 90% utilized at each fiscal quarter (full utilization is defined as 25% by September 30, 50% by December 31, 75% by March 31, and 100% by June 30 unless defined otherwise in Attachment A), the County reserves the right to modify payment of County funds to reflect actual utilization levels. Similarly, the County reserves the right to modify or terminate the contract if agency performance and/or outcomes are less than 85% of the levels detailed in Attachment A.

Delay in receipt of complete monitoring reports or monthly reimbursement invoices will result in a delay in the disbursement of contract funds and may result in a penalty up to and including a 10 percent reduction in funds allocated in the next monthly check.

All contract payments are subject to the availability of funds and will be paid subsequent to County receipt of payments from the State Mental Health and Developmental Disability Services Division.

\$4,000

SPF-SIG 706015-7040371